IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.2378 OF 2007
IN
SUIT NO.1701 OF 2007

Guru Dutt Films Pvt.Ltd. ....Plaintiff
V/s.
M/s.Jorden Electronics & Ors. ....Defendants

Mr.Sandeep Vimadalal i/b M/s.Vimadalal & Co. for the Plaintiff.

CORAM : S.J. VAZIFDAR, J.
DATED : 10TH OCTOBER, 2007.

P.C. :

1. The suit is filed for a declaration that the agreement dated 19.7.2005 stands validly terminated and that Defendant No.1 has ceased to have any right or claim thereunder including in respect of nine pictures mentioned therein.

2. The said agreement was for colourization of nine cinematic films which are in black and white. Under the agreement, the first Defendant was to pay the Plaintiff an aggregate consideration of Rs.65,00,000/-. Rs.6,00,000/- was paid on execution, Rs.19,00,000/- was to be paid within nine months and Rs.40,00,000/- was payable on the sale or expiry of

the satellite rights with any other party. Time for payment was made of the essence of the contract.

3. As Defendant No.1 failed and neglected to pay the sum of Rs.19,00,000/-, the Plaintiff by a letter dated 6.5.2006 terminated the agreement and although entitled to forfeit an amount of Rs.6,00,000/-, offered to return the same. There is no reply to the said letter. Public notices were issued on 19.7.2005 and thereafter in various publications, intimating all concerned not to deal with the first Defendant on the basis of the said agreement.

4. It appears that the Defendants had also entered into an agreement with a third party M/s.Siddharth Optical Disk Pvt. Ltd. i.e. Defendant No.2 herein.

5. No affidavit in reply has been filed. None of the Defendants have filed any proceedings for enforcement of any rights under or in respect of the suit agreement. They have not even challenged the said agreement. Prima-facie therefore, it appears that the Defendants have no subsisting rights in view of the termination of the said agreement.

6. In the circumstances, the Notice of Motion is made absolute in terms of prayer (a). It is however, clarified that the order does not restrain the Defendants from adopting legal proceedings including in respect of the subject matter of the suit and from obtaining any orders therein including interim orders.